

**UNITED STATES DISTRICT COURT FOR THE
WESTERN DISTRICT OF OKLAHOMA**

1) Michael Feezel,
2) Tina Feezel, and
3) Skyfall, LLC

v.
Plaintiffs,

1) AIG Property Casualty Company,

Defendant.

Case No. CIV-16-589-M

COMPLAINT

A. Parties

1. Plaintiffs, Michael Feezel and Tina Feezel, are each residents and citizens of the state of Oklahoma.
2. Plaintiff Skyfall, LLC, is an Oklahoma Limited Liability Company duly licensed to do business in the state of Oklahoma.
3. Defendant, AIG Property Casualty Company, (“AIG”) is a foreign for profit insurance corporation incorporated and organized under the laws of the state of Pennsylvania.
4. The principal place of business for Defendant, AIG, is within the state of New York.
5. The Defendant, AIG, is licensed to conduct business in the state of Oklahoma and may be served with process through the Oklahoma Department of Insurance.

B. Jurisdiction and Venue

6. This court has jurisdiction over this matter pursuant to 28 U.S.C. § 1332 because there is diversity of citizenship between the parties and the amount in controversy exceeds \$75,000, exclusive of interest and costs.

7. Defendant, AIG, does business in this judicial district and was served within this judicial district making venue proper.

C. Facts

8. At all times material hereto, the Plaintiffs Michael Feezel and Tina Feezel were the named insured of their home located at 201 W. Kings Road, Ada, Oklahoma. Skyfall, LLC is an additional insured under the terms of the policy. All referred to hereinafter as “Plaintiffs”.

9. At all times material hereto the Plaintiffs were insured under the terms and conditions of a homeowner’s insurance policy, Policy No. PCG0005863722, issued by the Defendant, AIG.

10. At all times material hereto, Plaintiffs complied with the terms and conditions of their insurance policy.

11. Plaintiffs’ home was damaged, during the effective date of the policy, as a result of a hail storm which caused their home’s roof to leak due to a storm related opening.

12. The leaks created in Plaintiffs’ home’s roof caused severe interior damage which is a covered loss under the subject policy.

13. Plaintiffs' home's roof suffered damage to its tiles, guttering and flashing which are all covered losses under the subject policy.
14. Plaintiffs' free standing car port and other structures also suffered hail damage which were also covered losses under the subject policy.
15. The Plaintiffs' damages are covered perils not otherwise excluded pursuant to the terms and conditions of the policy issued by the Defendant, AIG.
16. Plaintiffs have fully complied with all conditions required by the terms of the policy issued by the Defendant, AIG but it has refused to pay all benefits due and owing in violation of the terms of the policy.

D. Count I. BREACH OF CONTRACT

17. Plaintiffs hereby adopt and incorporate by reference paragraphs 1-16, herein.
18. The property insurance Policy No. PCG0005863722, issued by the Defendant, AIG, for coverage of Plaintiffs' property was in effect in 2014 and 2015.
19. The acts and omissions of the Defendant, AIG, in the investigation, evaluation and withholding of complete payment of Plaintiffs' claim were unreasonable and constitute a breach of contract thereby causing damages to the Plaintiffs.

E. Count II. BAD FAITH

20. Plaintiffs, hereby adopt and incorporate by reference paragraphs 1-19, herein.
21. The above mentioned acts and omissions of the Defendant, AIG, in the investigation, evaluation, delay and denial of payment of Plaintiffs' claims were unreasonable and constitute bad faith for which bad faith and extra-contractual

damages are both warranted and sought herein.

22. Defendant AIG's bad faith conduct includes, but is not limited to, the failure to pay the entire amount of benefits under the policy to Plaintiffs which are due and owed, the failure to conduct a good faith investigation in general; by hiring an engineer who defendant knew or should have known failed to conduct an objective investigation of the damage to plaintiffs' roof as well as the cause of the multiple new and damaging leaks that followed the severe storm damage reported by Plaintiffs, by failing to conduct an appropriate investigation of the damage and cost of repair of the interior damage to Plaintiffs' home, by failing to conduct a good faith investigation sufficient to identify, analyze and utilize weather data necessary for a reasonable evaluation of Plaintiffs' claim, the failure to timely communicate or respond with the Plaintiffs in regard to their proof of loss and claim for damages, and in ignoring evidence presented by Plaintiffs which established Plaintiffs' home's roof was damaged during the applicable policy period of the insurance policy.

F. Demand for Jury Trial

23. The Plaintiffs hereby request that the matters set forth herein be determined by a jury.

G. Prayer

24. Plaintiffs, Michael Feezel, Tina Feezel and Skyfall, LLC, hereby seek contractual, bad faith and extra-contractual or punitive damages against the Defendant, AIG, all in an amount in excess of \$75,000, including attorney fees, costs,

interest and all such further relief as the court finds equitable and just.

Respectfully submitted,

**TAYLOR, FOSTER, MALLETT, DOWNS,
RAMSEY & RUSSELL, A Professional Corporation**

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Attorneys for Plaintiffs

CERTIFICATE OF SERVICE

I hereby certify that on the ____ day of ____, 2016, I electronically transmitted the attached document to the Clerk of the Court using the ECF System for filing. Based on the records currently on file, the Clerk of Court will transmit a Notice of Electronic Filing to the following ECF registrants:

X I hereby certify that on the 1st day of June, 2016, I served the attached document by U.S. Mail, postage prepaid, on the following, who are not registered participants of the ECF System:

AIG Property Casualty Company
c/o Oklahoma Insurance Commissioner
Five Corporate Plaza
3625 NW 56th, Suite 100
Oklahoma City, OK 73112

/s/ Darrell W. Downs, OBA #12272